

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF BOSTON FOR THE FENWAY URBAN RENEWAL PROJECT

WHEREAS, the Boston Redevelopment Authority is applying for financial assistance under Title I of the Housing Act of 1949, as amended, to carry out the Fenway Urban Renewal Project (hereinafter referred to as the "Project");

WHEREAS, it is recognized that the Federal Contract for Loan and Grant pursuant to said Title I will require the provision of local grants-in-aid (as defined in Section 110(d) of said Title I) to the Project in an amount equal to at least one-third of the net cost of the Project:

WHEREAS, the Urban Renewal Plan for the Project will require the provisions of streets, other site improvements and supporting facilities to aid in carrying out the Project, and will require certain other local actions to be taken in connection therewith; and

WHEREAS, the City of Boston must agree to provide such local grants-in-aid and to take such actions as may be necessary or desirable on its part to assist in carrying out the Project, all of which are encompassed in a proposed Cooperation Agreement with the City, which has been presented to this meeting;

NOW, THEREFORE, it is hereby RESOLVED:

That the proposed Cooperation Agreement is in all respects approved, and the Development Administrator is hereby authorized and directed to execute on behalf of the Authority a Cooperation Agreement substantially in the form of the one presented to this meeting.

COOPERATION AGREEMENT

by and between

CITY OF BOSTON and BOSTON REDEVELOPMENT AUTHORITY

with respect to

THE FENWAY URBAN RENEWAL AREA

THIS COOPERATION AGREEMENT, entered into as of the
day of , 1965, by and between the CITY OF BOSTON,
a municipal corporation of the Commonwealth of Massachusetts
(hereinafter referred to as the "City") and the BOSTON REDEVELOP-
MENT AUTHORITY, a public body politic and corporate created under
the laws of said Commonwealth (hereinafter referred to as the
"Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan
(hereinafter referred to as the "Plan") for the Fenway Urban Re-
newal Project, No. Mass. R- (hereinafter referred to as the
"Project"), in the City of Boston, and said Plan has been approved
by the Mayor and the City Council of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition
and removal, or rehabilitation of structures in the area covered

by said Project (hereinafter referred to as the "Project Area"), the installation of site improvements and public facilities, and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949, as amended (hereinafter referred to as "Title I"), and also local grants-in-aid in order to carry out and complete the Project; and

WHEREAS, under Title I such local grants-in-aid may consist of, among other things, cash grants; donations, at cash value, of certain real property (exclusive of land in streets, alleys, and other public rights-of-way which may be vacated in connection with the Project) in the Project Area; certain demolition, removal, or other work or improvements in the Project Area, at the cost thereof; certain expenditures made by educational and medical institutions; and the provision, at their cost, of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America under Title I in the form of a loan and grant;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

(1) to help defray the cost of the Project, the Authority will comply with all necessary conditions, statutory or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.

(2) The Authority will undertake the Project in accordance with the Plan and will commence and carry out within a reasonable time each successive phase of the Project as funds are made available.

(3) The City will make such local grants-in-aid to the Authority in a total amount which, when added to the local grants-in-aid provided to this Project on account of undertakings by any other entity and the local grants-in-aid assigned by the Authority

to this Project from other projects of the Authority, will equal one-third of the actual net project cost of this Project as finally determined and approved by the Housing and Home Finance Administrator in accordance with Title I and in accordance with a loan and grant contract to be entered into between the Authority and the United States of America, which one-third is currently estimated at \$9,606,311.

(4) After the execution of said loan and grant contract, the City, acting by the appropriate department thereof, upon request by the Authority, and, where applicable, after the dedication and laying out of appropriate streets and public ways, and the dedication or conveyance of land for parks, playgrounds, or other public open space in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, the improvements as required by the Plan for the Project in accordance with a schedule to be established by the Mayor and the Development Administrator of the Authority, and to be submitted to such appropriate department or officer thereof of the City.

Such improvements shall consist of streets, parks, playgrounds, plazas, street trees, street and park lighting, high service water, low service water, surface drainage and sanitary

sewer, police signal, fire alarm system, traffic control system, and street, traffic and directional signs. The nature and location of such improvements are to be determined by reference to the Plan for the Project, and the description thereof by reference to the Project Improvements Report and other supporting documentation, which are part of the aforesaid application for financial assistance.

(5) After the execution of said loan and grant contract, the City, acting by its Mayor, will recommend to the proper public agency, board or officer that, upon the conveyance or dedication of the land therefor, the public facility consisting of a fire station required under the Plan and described in the supporting documentation which is part of the aforesaid application and such other public improvements as may be undertaken as part of the Project be constructed in accordance with a shcedule to be established by the Mayor and the Development Administrator of the Authority and to be submitted to such agency, board or officer.

(6) After the execution of said loan and grant contract, the City may donate to the Authority any real property (exclusive of land in streets, alleys and other public rights-of-way which may be vacated in connection with the Project) owned by the City which

is designated "Property to be Acquired" or "Property to be Conditionally Acquired" on Map 1 attached to the Plan and entitled "Property Map", and such property at the cash value thereof shall be considered as a local grant-in-aid by the City to the Project. Any real property owned by the City and which is so designated on said map, but which is not so donated, may be acquired at fair value by the Authority, provided that the amount of the purchase price shall be subject to HHFA concurrence.

(7)(a) If the City, acting by the Mayor or the appropriate department thereof, should fail to construct any of the improvements set forth in paragraph 4 above, in accordance with such paragraph, then the City shall, upon demand by the Authority, pay to the Authority the cost of each item of work or portion thereof, to which such failure relates, which cost shall be the amount contained in the Project Improvements Report and other supporting documentation to the application for said loan and grant contract referred to in paragraph 4, and such amount paid to the Authority shall be considered as a cash local grant-in-aid by the City to the Project.

(b) If the facilities set forth in paragraph 5 above are not constructed pursuant to the recommendation of the Mayor and

the schedule referred to in said paragraph 5, then the City shall, upon demand by the Authority, pay to the Authority the cost of each such facility listed in paragraph 5, not so constructed, which cost shall be the amount contained in the supporting documentation to the application for the loan and grant contract referred to in paragraph 5, and such amount paid to the Authority shall be considered as a cash local grant-in-aid by the City to the Project.

(8)(a) If, during the course of the Project, revised estimates of net project cost are determined and approved by the Housing and Home Finance Agency (hereinafter referred to as the "HHFA") which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

(b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local

grants-in-aid for the Project up to an amount equal to one-third of said actual net project cost as so finally determined and approved, and if, upon such final determination and approval the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

(9) The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any such damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, for such vacating or laying out.

(10) The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change, or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

(11) The Authority recognizes that the City, in accordance with Section 26R of Chapter 121, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the HHFA in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year during which the property is acquired by the Authority.

(12) The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority in such other lawful actions and in such other lawful ways as

may be necessary in connection with the undertaking and carrying out of the Project in all its phases, including the relocation of families to be displaced from the Project Area.

(13) The City will take steps appropriate to assure that no member of its governing body and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

(14) It is further understood that the parties recognize that Title VI of the Civil Rights Act of 1964 and the regulations and policies of the HHFA effectuating the Title prohibit discrimination on the ground of race, color, or national origin in the policies, practices and uses of the public facilities proposed. for credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States. The City of Boston covenants that the public facilities herein proposed as local grants-in-aid will be available to and serve all persons without regard to race, color, or national origin. Without being by way of limitation, it is the intention of the parties that this anti-discrimination covenant shall accrue to

-11-

the benefit of the United States and the Housing and Home Finance Administrator.

(15) This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the City of Boston and the Boston Redevelopment Authority have respectively caused this agreement to be duly executed as of the day and year first above written.

CITY OF BOSTON

ATTEST:

By:
Mayor

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

Secretary

By:
Chairman

Approved as to form:

Approved as to form:

Corporation Counsel

General Counsel